

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the following contracts on behalf of the Arts and Culture Department, to be funded through supplemental appropriations to the FY2004 Direct Funding Program of the Arts and Culture Department, as recommended by the Arts and Culture Department's Staff and Advisory Board. All Districts.

	ACD
1. Chamizal National Memorial	\$1,517
2. Showtime El Paso	\$1,514
3. UTEP Language & Linguistics Department	\$ 514
TOTALS:	\$3,545

PASSED AND APPROVED this 27th day of April, 2004.

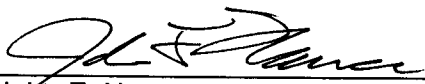
CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:



Alejandrina Drew, Director
Arts and Culture Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONTRACT**

This contract is made this 27th day of April, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **CHAMIZAL NATIONAL MEMORIAL**, an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2003, and ending August 31, 2004;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates ONE THOUSAND, FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$1,517.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

- a. during the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project".
- b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable Final Report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2004, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (Invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and two (2) copies of each such report.
- c. Abide by the City of El Paso Arts and Culture Department 17th Revision (amended August 5 and September 9, 2003) of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2004, or thirty (30) days after the completion of the Project.

6. The total award from City funds will be payable upon submission of the final report due on September 15, 2004, or thirty days after the completion of the Project, whichever is first based on the entire fiscal year activity. This form is available from the Arts and Culture Department. Total compensation will be ONE THOUSAND, FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$1,517.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide one original and 2 copies of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS."** The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments. For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public art works (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department

Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

8. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

9. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND IN A TIMELY MANNER A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

10. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

11. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action, which might arise from use of any such materials.

12. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

13. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY: City of El Paso
Attention: Mayor's Office
Two Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Arts and Culture Department
Two Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Chamizal National Memorial
800 South San Marcial
El Paso, Texas 79905

14. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 18, herein.

15. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

16. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504

of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.); State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

17. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

18. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may

include but not be limited to the withholding of payments or immediate cancellation of the Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

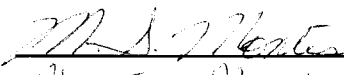
CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

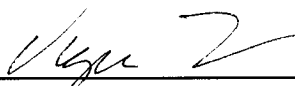
Richarda Duffy Momsen, City Clerk

CONTRACTOR: CHAMIZAL NATIONAL MEMORIAL

Signature: 

Print Name: M. T. Montes

Title: Authorized Official/Chairman of the Board

Signature: 

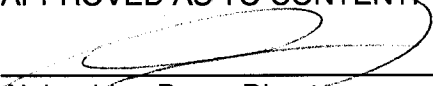
Print Name: VIRGINIA NESS

Title: Project/Executive Director

APPROVED AS TO FORM:


John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:


Alejandrina Drew, Director
Arts and Culture Department

APPLICATION FOR SPECIAL FUNDING**Page 1**

City of El Paso Arts and Culture Department
Two Civic Center Plaza, 6th floor • El Paso, Texas 79901 • 915-541-4481 • Fax: 915-541-4902
Submit one signed (1) Original & two (2) copies (typed and legible).

AMOUNT ELIGIBLE FROM ACD \$ 1517

Organization Fiscal Year: BEGIN October 1 END September 30
Mo/Day/Year Mo/Day/Year
Actual activity/event dates: BEGIN 4/15/04 END 8/15/04
Mo/Day/Year Mo/Day/Year
Activity/event development dates: BEGIN 4/15/04 END 8/15/04
Mo/Day/Year Mo/Day/Year

Legal Name of Applicant (Non-Profit Organization) Chamizal National Memorial
Department (If applicant is Educational Institution) _____
Mailing Address 800 South San Marcial, El Paso, TX Zip Code 79905
Street Address 800 South San Marcial Zip Code 79905
Phone # 915 532-7273 Fax # 915 532-7273.....
Date of Incorporation N/A founded 1966 Federal Employer's Identification Number _____

UMBRELLA APPLICATIONS ONLY

(Umbrella Applications require a contract between the Umbrella Entity and the Non-Profit Applicant). Sample Contracts available at ACD.

Name of Umbrella'd Entity _____
Address: _____ Zip Code _____
Phone # _____ Fax: _____ E-mail _____

Provide Complete Legal Names, Address, Phone/Fax/E-mail for the following individuals:

Authorized Official/Board Chair

Name M. Isabel Montes, Superintendent
Address/Zip 800 S. San Marcial, EP 79905

Activity/Event Executive Director:

Name Virginia Ness, Public Affairs Officer*
Address/Zip 800 S. San Marcial, EP 79905

Artistic Director:

Name Michael Groomer, Interpreter
Address 800 S. San Marcial, EP 79905

Business Manager:

Name Constance Hufford, Administrative Officer
Address 800 S. San Marcial, EP 79905

*Contact Person (mark with * person who completed this form and /or can answer questions)

Who is your City Council Representative & what is your District #)

Anthony Cobos

District # 8

1.	Title of Activity/Event Chamizal National Memorial Student and Community Outreach Series for the Appreciation and Understanding of Art and Culture Along the Rio Grande Border
2.	Activity/Event detailed description (who, what, when, where, etc.). We are currently planning an artistic enrichment series of school and community outreach programs. Our series will focus on the creative genius of Rosa Guerrero and the many talents that she offers. Based on our park's mission of telling the story of the El Paso/Juarez border, and with an underlying theme of promoting cross-cultural appreciation and understanding, we plan to augment Rosa's story-telling skills with a select list of special guests and their art skills. We plan to include modern and folkloric dancers, Spanish and/or gypsy guitarists, a doll maker, a piñata maker, and a flower maker. We will work closely with Rosa to select the guests that best compliment her stories and presentations. Our series will cover a seven-week period with two presentations scheduled each week. These will take place on-site and in a variety of El Paso schools. Although each presentation will feature Rosa, we will also be including artistic performers and artisans to further strengthen the presentation. Each school presentation will offer students the opportunity to interact with Rosa and her featured guest(s). We want to give students an opportunity to share their thoughts and creativity through artistic activities centered on Rosa's presentations. The best of these student works will be displayed at Chamizal National Memorial for public enjoyment and cultural enrichment. Our target audience will be K-12 students, but will also include adults in on-site presentations. We are very excited about the opportunity to partner with Rosa in this innovative program. We believe that together we can present a meaningful series of artistic presentations that are multi-disciplinary in nature, and perfectly targeted to reach a broad portion of an underserved audience.
3.	Exact Location(s) of your activity/event. We are in the process of working out the school and theater schedules. These will be provided to you immediately on completion. We plan on visiting schools throughout the City of El Paso.
4.	Dates: mid-April thru mid-August
5.	Times: as arranged with schools

THE FOLLOWING INFORMATION WILL BE PART OF YOUR FINAL REPORT TO ACD

- PERSONNEL INFORMATION - Anticipated number of participating artists and non-artist personnel.

Total # of artists 7
 # of paid artists 7
 # of un-paid artists _____
 # of guest artists _____
 # of minority artists _____
 (may not always equal 100%)

Total # of non-artist personnel 3
 # of full-time staff/personnel 3
 # of part-time staff/personnel _____
 # of volunteers _____

Anticipated number of events/attendance in each category.

Example: 2/300 means 2 activities/events with a total attendance of 300 people.

Festivals	_____ / _____	Lecture/Demonstrations	<u>14/2800</u>
Performances	_____ / _____	Other	_____ / _____ <u>Specify:</u>
Exhibitions	_____ / _____		_____
Seminars/Workshops	_____ / _____		_____

- **DISCIPLINE** - Select ONE category, which best describes proposed activity/event.

- | | | |
|--|--------------------------------------|-------------------------------------|
| <input type="checkbox"/> Dance | <input type="checkbox"/> Design Arts | <input type="checkbox"/> Folk Arts |
| <input type="checkbox"/> Music | <input type="checkbox"/> Crafts | <input type="checkbox"/> Humanities |
| <input type="checkbox"/> Opera/Music Theatre | <input type="checkbox"/> Photography | |
| <input type="checkbox"/> Theatre | <input type="checkbox"/> Literature | |
| <input type="checkbox"/> Visual Arts | | x Multi-Disciplinary |

- **Educational Audiences** - Select one of the 3 categories below (A, B or C)

- | | |
|--|---|
| A. | B. |
| <input type="checkbox"/> 50% or more of the activity/event will be arts education for: | <input type="checkbox"/> Less than 50% of this activity/event will be arts education for: |
| <input type="checkbox"/> Pre K | <input type="checkbox"/> Pre K |
| X K – 12 | <input type="checkbox"/> K – 12 |
| <input type="checkbox"/> Higher Education | <input type="checkbox"/> Higher Education |
| <input type="checkbox"/> Adults | <input type="checkbox"/> Adults |

- C. ☐ This activity/event will not involve arts education

-
1. Applicants must complete the Expenses page (pg. 4)
 - In-Kind support may not be applied toward matching funds. In-kind includes goods and services that would normally be paid for but are expected to be donated to the activity/event.
 2. All applicants must submit an Activity/Event Budget Detail - (There is No form for this) A one or two-page breakdown showing how all figures entered under Expenses page 4.
 3. Example: Expenses

Administration 2 staff @ \$500 each	= \$1,000
Artistic Fees 10 musicians @ \$100 each	= \$1,000
Printing (posters, programs).	= \$ 800
Rental theatre @ \$500 per day x 12 days	= \$6,000
Program advertising (radio, tv, print media)	= \$ 500

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+	B ACD Funding	+	C TCA Funding	=	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL							
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)							
a. Administrative _____	\$		\$		\$		\$0
b. Artistic _____	\$		\$		\$		\$0
c. Technical _____	\$		\$		\$		\$0
d. Other (Specify) _____	\$		\$		\$		\$0
e. Fringe Benefits	\$		\$		\$		\$0
Total Organizational Personnel	\$0		\$0		\$0		\$0
2. IMPLEMENTATION							
a. Fees for Outside Professional Services/Contracts							
i. Administrative	\$		\$		\$		\$0
ii. Artistic (6 presentations x \$275)	\$1425		\$1425		\$		\$2850
b. Space Rental	\$		\$		\$		\$0
c. Travel and Transportation	\$		\$		\$		\$0
d. Other (Specify) _____	\$		\$		\$		\$0
Total Implementation	\$1425		\$1425		\$0		\$2850
3. MISCELLANEOUS OPERATING EXPENSES							
a. Equipment Rental	\$		\$		\$		\$0
b. Shipping	\$		\$		\$		\$0
c. Supplies and Materials	\$75		\$75		\$		\$150
d. Exhibition Rental Fees	\$		\$		\$		\$0
e. Marketing and Promotion	\$		\$		\$		\$0
f. Printing	\$		\$		\$		\$
g. Insurance	\$		\$		\$		\$0
h. Production or Exhibit Costs (Specify)	\$		\$		\$		\$0
_____	\$		\$		\$		\$0
i. Other Expenses (Specify)	\$		\$		\$		\$0
Printing & Postage	\$17		\$17		\$		\$34
j. Other Artistic Fees	\$		\$		\$		\$0
Total Misc. Operating Expenses	\$92		\$92		\$0		\$184
TOTAL EXPENSES (Sections 1, 2, & 3 above)	\$1517		\$1517		\$0		\$3034

If funding is awarded, the applicant hereby assures the Arts and Culture Department that:

1. Any funds received as a result of this application will be used **solely** for the activity/event described.
2. The activities and services for which financial assistance is sought will be administered by or under the supervision of the applicant organization. (In the case of umbrella'd activity/event, the applicant is the umbrella organization.)
3. The applicant organization is a non-profit entity as defined by the Internal Revenue Service, or an educational institution, or a unit of government.
4. The applicant organization will comply with the following: Title VI of the Civil Rights Acts of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990 and City of El Paso Ordinance #9779 C. 1. regarding accessibility; Drug Free Workplace Act of 1988; Texas Assumed Business or Professional Name Act; Section 5(j) of National Foundation of the Arts and Humanities Act of 1965 regarding labor standards and City of El Paso Ordinance #8790 regarding soliciting money or property.
5. The applicant organization officials have read, understand and will conform to the intent outlined in the current "Funding Program Guidelines" for the City of El Paso, Arts and Culture Department.
6. The undersigned have been duly authorized by the applicant organization to submit this application.

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

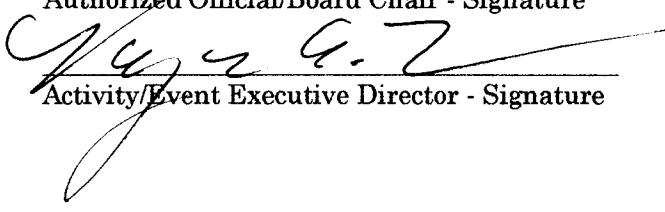
- **Authorized Official** - a principal of the organization with legal authority to certify the information contained in the application and sign contracts for the organization; he/she must read and guarantee the organization's compliance with all requirements listed above.
- Umbrella'd applications must be signed by the principal of the non-profit umbrella organization with legal authority to certify the information contained in the application.

NOTE: Please use **BLUE** ink for signatures
NAME.

PRINT YOUR COMPLETE LEGAL


Authorized Official/Board Chair - Signature

M. Isabel Montes 4/13/04
Complete Legal Name (print) Date


Activity/Event Executive Director - Signature

Virginia A. Ness 4/13/04
Complete Legal Name (print) Date

BEFORE SUBMITTING YOUR APPLICATION, PLEASE REVIEW THE FOLLOWING:

- Is the application **typed or computer printed** in large, easy to read type?
- Did you **complete all sections** of the application?
- Did you **check the math** in the financial section for accuracy?
- Does this page have both **required original signatures in BLUE ink**?
- Have you made **1 original and 2 copies (NOT stapled)** of all *completed* pages 1-13 and **kept one copy for your files**?
- Have you included one complete set of required attachments?

SUBMIT *SIGNED ORIGINAL PLUS ONE COMPLETE COPY* OF EACH REQUIRED DOCUMENT

SUBMIT TO ACD WITH YOUR FUNDING APPLICATION.

DATE: 4/13/04

This form will be placed on file with:

Community and Human Development Department
Attention: ADA Coordinator
2 Civic Center Plaza, 8th Floor
El Paso, Texas 79901

- **Site List:** Provide addresses for **all public sites** to be used for the proposed activity/event. (If a section is **not** applicable, note reason - e.g. "Non Visitation Office at home," not open to public or no rehearsal space.) NOTE: Attach a list if more than one Rehearsal or Performance site.

Rehearsal Address: _____

Performance Address: _____

☐ Open to the Public Address: _____

Mark ONE Only (Office)

☐ Non-Visitation Office Address: _____

Other: _____
Chamizal National Memorial &
Various school sites throughout community
-schools are exempt from ruling

- **Self-Evaluation:** Attach a **current** Guidelines/Self-Evaluation form for each of the above sites. If the site has been modified, or if a Self-Evaluation has not been performed on the site, the applicant must complete and submit a current form. Blank forms are available at ACD.
- **Transition Plan:** If the ADA Coordinator has found a proposed site to be in Conditional or Non-Compliance, the applicant must also submit a copy of the **Transition Plan**. The Transition Plan is a written agreement between the location's owners or occupants and the City, detailing changes required to the site with a given deadline for improvements. The Transition Plan (if applicable) should also be on file at the proposed site.

ASSURANCE OF ACCESSIBILITY: As required by the City of El Paso, Arts and Culture Department's Funding Program Guidelines, the applicant, named below, agrees to comply with the City of El Paso Ordinance #9779 regarding Non-Discrimination Against Disabled Persons, and all requirements imposed by said ordinance. The applicant agrees that in accordance with the foregoing requirements, no qualified person shall, on the basis of disability, be excluded from participation in or be denied the benefits of any program or activity receiving financial assistance from or operated by the City of El Paso, or be subjected to discrimination with respect to employment by any recipient of City funds.

The applicant understands that any site changes require notification of both the ACD and the ADA Coordinator at least **60 days prior to use of the new site**. Questions regarding the above information may be addressed to the contact person listed below. The ADA Coordinator will notify the applicant by letter regarding accessibility status. A copy will be placed on file with the Arts and Culture Department.

PLEASE PRINT

Applicant Organization: Chamizal National Memorial Contact Person: Virginia Ness

Address/Zip: 800 S. San Marcial, El Paso, TX 79905

Organization Contact Phone: 532-7273

Signature (in BLUE INK)

2004 Arts & Cultural Enrichment Series with Rosa Guerrero
Activity / Event Budget Detail

1. Organizational Personnel

Administrative Fees (on duty NPS park staff)	\$0.00
--	--------

2. Implimentation Expense

Artistic Fees	6 Presentations x \$275 each	\$1,650.00
	Rosa (\$150) & guest performer \$125)	
	8 Presentations x \$150 each	\$1,200.00
	(Rosa alone)	
	total	<u>\$2,850.00</u>

3. Miscellaneous Expenses

Supplies & Materials (school art materials)	\$150.00
Printing & Postage	\$34.00
	<u>total \$184.00</u>

Total Budgeted Expense	<u>\$3,034.00</u>
-------------------------------	--------------------------

ACD Requested Funds	\$1,517.00
Matching NPS Funds	\$1,517.00

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONTRACT**

This contract is made this 27th day of April, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **SHOWTIME EL PASO**, an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

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WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2003, and ending August 31, 2004;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates ONE THOUSAND, FIVE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$1,514.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

- a. during the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project".
- b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable Final Report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2004, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (Invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and two (2) copies of each such report.
- c. Abide by the City of El Paso Arts and Culture Department 17th Revision (amended August 5 and September 9, 2003) of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2004, or thirty (30) days after the completion of the Project.

6. The total award from City funds will be payable upon submission of the final report due on September 15, 2004, or thirty days after the completion of the Project, whichever is first based on the entire fiscal year activity. This form is available from the Arts and Culture Department. Total compensation will be ONE THOUSAND, FIVE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$1,514.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide one original and 2 copies of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS."** The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments. For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public art works (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department

Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

8. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

9. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND IN A TIMELY MANNER A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

10. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

11. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action, which might arise from use of any such materials.

12. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

13. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY: City of El Paso
Attention: Mayor's Office
Two Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Arts and Culture Department
Two Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Showtime El Paso
10142 Stoneway Dr.
El Paso, Texas 79925-6930

14. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 18, herein.

15. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

16. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504

of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.); State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

17. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

18. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may

include but not be limited to the withholding of payments or immediate cancellation of the Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO


Joe Wardy, Mayor

ATTEST:


Richarda Duffy Momsen, City Clerk

CONTRACTOR: SHOWTIME EL PASO

Signature: 
Print Name: Ray Graham
Title: Authorized Official/Chairman of the Board

Signature: 
Print Name: Charles Randall Limbird
Title: Project/Executive Director

APPROVED AS TO FORM:


John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:


Alejandrina Drew, Director
Arts and Culture Department

APPLICATION FOR SPECIAL FUNDING

Page 1

City of El Paso Arts and Culture Department
Two Civic Center Plaza, 6th floor El Paso, Texas 79901 915-541-4481 Fax: 915-541-4902
Submit one signed (1) Original & two (2) copies (typed and legible).

AMOUNT ELIGIBLE FROM ACD \$ 1,514

Organization Fiscal Year: BEGIN 3/1/2004 END 2/28/2005
Mo/Day/Year Mo/Day/Year
Actual activity/event dates: BEGIN 8/26/04 END 8/26/04
Mo/Day/Year Mo/Day/Year
Activity/event development dates: BEGIN 4/10/04 END 8/31/04
Mo/Day/Year Mo/Day/Year

Legal Name of Applicant (Non-Profit Organization) Showtime El Paso!
Department (If applicant is Educational Institution)
Mailing Address P. O. Box 3797 Zip Code 79923
Street Address N/A Zip Code N/A
Phone # 915-544-2022 Fax # 915-595-0492
Date of Incorporation 10/20/1970

UMBRELLA APPLICATIONS ONLY

(Umbrella Applications require a contract between the Umbrella Entity and the Non-Profit Applicant). Sample Contracts available at ACD.

Name of Umbrella'd Entity
Address: _____ Zip Code _____
Phone # _____ Fax: _____ E-mail _____

Provide Complete Legal Names, Address, Phone/Fax/E-mail for the following individuals:

Authorized Official/Board Chair

Name Ray Graham
Address/Zip _____

Activity/Event Executive Director:

Name * Randy Limbird
Address/Zip _____

Artistic Director:

Name Gene Stanley
Address _____

Business Manager:

Name Donna M. Minear
Address _____

***Contact Person** (mark with * person who completed this form and /or can answer questions)

Who is your City Council Representative & what is your District #)

Vivian Rojas #7

District # Paul Moreno #79

1.	Title of Activity/Event Arts Education for Adults
2.	<p>Activity/Event detailed description (who, what, when, where, etc.).</p> <p>Thursday, August 26, 2004 - 4 p.m. to 8 p.m. Abraham Chavez Theatre Lobby</p> <p>All performing arts groups are invited to have tables in the lobby of the Abraham Chavez Theatre lobby providing information on their seasons. We will have door prizes of season tickets, free meals at local restaurants, arts education materials (books, CDs, etc.). Local musicians (guitarists, string groups, and others) performing in the lobby, and student groups will be invited to present. Free tickets for performances by the participating arts groups will be given to the student performers to increase their enrich their cultural experiences.</p> <p>Free refreshments.</p>
3.	Exact Location(s) of your activity/event. Abraham Chavez Theatre Lobby
4.	Dates: August 26, 2004
5.	Times: 4 p.m. to 8 p.m.

THE FOLLOWING INFORMATION WILL BE PART OF YOUR FINAL REPORT TO ACD

- **PERSONNEL INFORMATION** - Anticipated number of participating artists and non-artist personnel.
- (provided by Showtime El Paso!)

Total # of artists	50	Total # of non-artist personnel	
# of paid artists	10		25
# of un-paid artists	40	# of full-time staff/personnel	<u>0</u>
# of guest artists		# of part-time staff/personnel	<u>0</u>
# of minority artists	45	# of volunteers	25
(may not always equal 100%)			

Anticipated number of events/attendance in each category.

Example: **2/300 means 2 activities/events with a total attendance of 300 people.**

Festivals 1/750Performances /Exhibitions /Seminars/Workshops /Lecture/Demonstrations /Other / Specify:

- **DISCIPLINE** - Select **ONE** category, which best describes proposed activity/event.

☐

Dance

☐

Design Arts

☐

Folk Arts

☐

Music

☐

Crafts

☐

Humanities

☐

Opera/Music Theatre

☐

Photography

☐

Theatre

☐

Literature

X Multi-Disciplinary

☐

Visual Arts

- **Educational Audiences** - Select **one** of the **3 categories** below (**A, B or C**)

A.☐50% or more of the activity/event
will be arts education for:☐

Pre K

☐

K – 12

☐

Higher Education

X Adults

B.☐Less than 50% of this activity/event
will be arts education for:☐

Pre K

☒

X K – 12

☐

Higher Education

☐

Adults

C. ☐ This activity/event will **not** involve arts education

-
1. **Applicants** must complete the **Expenses** page (pg. 4)

- **In-Kind support may not be applied toward matching funds.** In-kind includes goods and services that would normally be paid for but are expected to be donated to the activity/event.

2. **All applicants** must submit a **Activity/Event Budget Detail** - (There is **No** form for this) A one or two-page breakdown showing how **all** figures entered under Expenses page 4.

3. Example: Expenses

Administration 2 staff @ \$500 each	= \$1,000
Artistic Fees 10 musicians @ \$100 each	= \$1,000
Printing (posters, programs).	= \$ 800
Rental theatre @ \$500 per day x 12 days	= \$6,000
Program advertising (radio, tv, print media)	= \$ 500

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+	B ACD Funding	+	C TCA Funding	=	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL							
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)							
a. Administrative	\$		\$		\$		\$0
b. Artistic	\$		\$		\$		\$0
c. Technical	\$		\$		\$		\$0
d. Other (Specify)	\$		\$		\$		\$0
e. Fringe Benefits	\$		\$		\$		\$0
Total Organizational Personnel	\$0		\$0		\$0		\$0
2. IMPLEMENTATION							
a. Fees for Outside Professional Services/Contracts							
i. Administrative	\$		\$		\$		\$0
ii. Artistic	\$ 286		\$1,514		\$		\$1800
iii. Technical	\$		\$		\$		\$0
b. Space Rental	\$		\$		\$		\$0
c. Travel and Transportation	\$		\$		\$		\$0
d. Other (Specify) Food \$500	\$ 500		\$		\$		\$ 500
Total Implementation	\$ 786		\$1,514		\$0		\$2300
3. MISCELLANEOUS OPERATING EXPENSES							
a. Equipment Rental	\$		\$		\$		\$0
b. Shipping	\$		\$		\$		\$0
c. Supplies and Materials	\$		\$		\$		\$0
d. Exhibition Rental Fees	\$		\$		\$		\$0
e. Marketing and Promotion	\$ 750		\$		\$		\$ 750
f. Printing	\$		\$		\$		\$0
g. Insurance	\$		\$		\$		\$0
h. Production or Exhibit Costs (Specify)	\$		\$		\$		\$0
	\$		\$		\$		\$0
i. Other Expenses (Specify)	\$		\$		\$		\$0
	\$		\$		\$		\$0
j. Other Artistic Fees	\$		\$		\$		\$0
Total Misc. Operating Expenses	\$ 750		\$0		\$0		\$ 750
TOTAL EXPENSES (Sections 1, 2, & 3 above)	\$1,536		\$1,514		\$0		\$ 3050

If funding is awarded, the applicant hereby assures the Arts and Culture Department that:

1. Any funds received as a result of this application will be used **solely** for the activity/event described.
2. The activities and services for which financial assistance is sought will be administered by or under the supervision of the applicant organization. (In the case of umbrella'd activity/event, the applicant is the umbrella organization.)
3. The applicant organization is a non-profit entity as defined by the Internal Revenue Service, or an educational institution, or a unit of government.
4. The applicant organization will comply with the following: Title VI of the Civil Rights Acts of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990 and City of El Paso Ordinance #9779 C. 1. regarding accessibility; Drug Free Workplace Act of 1988; Texas Assumed Business or Professional Name Act; Section 5(j) of National Foundation of the Arts and Humanities Act of 1965 regarding labor standards and City of El Paso Ordinance #8790 regarding soliciting money or property.
5. The applicant organization officials have read, understand and will conform to the intent outlined in the current "Funding Program Guidelines" for the City of El Paso, Arts and Culture Department.
6. The undersigned have been duly authorized by the applicant organization to submit this application.

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

- **Authorized Official** - a principal of the organization with legal authority to certify the information contained in the application and sign contracts for the organization; he/she must read and guarantee the organization's compliance with all requirements listed above.
- Umbrella'd applications must be signed by the principal of the non-profit umbrella organization with legal authority to certify the information contained in the application.

NOTE: Please use **BLUE** ink for signatures

PRINT YOUR COMPLETE LEGAL

NAME.


Authorized Official/Board Chair - Signature

RAYMOND J. GRAHAM
Complete Legal Name (print)

Date 4/13/04


Activity/Event Executive Director - Signature

Randy Limbird

Complete Legal Name (print) Date 4/13/04

Charles Randall Limbird

BEFORE SUBMITTING YOUR APPLICATION, PLEASE REVIEW THE FOLLOWING:

- Is the application **typed or computer printed** in large, easy to read type?
- Did you **complete all sections** of the application?
- Did you **check the math** in the financial section for accuracy?
- Does this page have both **required original signatures in BLUE ink**?
- Have you made **1 original and 2 copies (NOT stapled)** of all **completed** pages 1-13 and **kept one copy for your files**?
- Have you included **one complete set of required attachments**?

SUBMIT SIGNED ORIGINAL PLUS ONE COMPLETE COPY OF EACH REQUIRED DOCUMENT

SUBMIT TO ACD WITH YOUR FUNDING APPLICATION.

This form will be placed on file with:

DATE:12/1/2003

As previously submitted

Community and Human Development Department
Attention: ADA Coordinator
2 Civic Center Plaza, 8th Floor
El Paso, Texas 79901

- **Site List:** Provide addresses for **all public sites** to be used for the proposed activity/event. (If a section is **not** applicable, note reason - e.g. "Non Visitation Office at home," not open to public or no rehearsal space.) NOTE: Attach a list if more than one Rehearsal or Performance site.

Rehearsal Address:

☐ Open to the Public Address:

Performance: Address:

Abraham Chavez Theatre
One Civic Center Plaza

Other:

Mark ONE Only (Office)

☒ Non-Visitation Office Address:

- **Self-Evaluation:** Attach a **current** Guidelines/Self-Evaluation form for each of the above sites. If the site has been modified, or if a Self-Evaluation has not been performed on the site, the applicant must complete and submit a current form. Blank forms are available at ACD.
- **Transition Plan:** If the ADA Coordinator has found a proposed site to be in Conditional or Non-Compliance, the applicant must also submit a copy of the **Transition Plan**. The Transition Plan is a written agreement between the location's owners or occupants and the City, detailing changes required to the site with a given deadline for improvements. The Transition Plan (if applicable) should also be on file at the proposed site.

ASSURANCE OF ACCESSIBILITY: As required by the City of El Paso, Arts and Culture Department's Funding Program Guidelines, the applicant, named below, agrees to comply with the City of El Paso Ordinance #9779 regarding Non-Discrimination Against Disabled Persons, and all requirements imposed by said ordinance. The applicant agrees that in accordance with the foregoing requirements, no qualified person shall, on the basis of disability, be excluded from participation in or be denied the benefits of any program or activity receiving financial assistance from or operated by the City of El Paso, or be subjected to discrimination with respect to employment by any recipient of City funds.

The applicant understands that any site changes require notification of both the ACD and the ADA Coordinator **at least 60 days prior to use of the new site**. Questions regarding the above information may be addressed to the contact person listed below. The ADA Coordinator will notify the applicant by letter regarding accessibility status. A copy will be placed on file with the Arts and Culture Department.

PLEASE PRINT

Applicant Organization: ✓ Contact Person:

Address/Zip:

Organization Contact Phone: 541-1922

SHOW ME EL PASO!

PO Box 3797
El Paso TX 79923

Charles Randall Lib's
Signature (in BLUE INK)

Activity/Event Budget Detail

Artistic Fees 10 musicians @ \$180.00	= \$1,800
Food	= \$ 500
Marketing & Promotion (Print Advertising)	= \$ 750
Total	\$3,050

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONTRACT**

This contract is made this 27th day of April, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **UNIVERSITY OF TEXAS AT EL PASO – LANGUAGE AND LINGUISTICS DEPARTMENT, MEXICAN LITERATURE CONFERENCE**, an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2003, and ending August 31, 2004;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE HUNDRED-FOURTEEN AND NO/100 DOLLARS (\$514.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

- a. during the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project".
- b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable Final Report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2004, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (Invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and two (2) copies of each such report.
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4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

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6. The total award from City funds will be payable upon submission of the final report due on September 15, 2004, or thirty days after the completion of the Project, whichever is first based on the entire fiscal year activity. This form is available from the Arts and Culture Department. Total compensation will be FIVE HUNDRED-FOURTEEN AND NO/100 DOLLARS (\$514.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide one original and 2 copies of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS."** The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments. For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public art works (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department

Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

8. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

9. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND IN A TIMELY MANNER A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

10. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

11. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action, which might arise from use of any such materials.

12. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

13. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY: City of El Paso
Attention: Mayor's Office
Two Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Arts and Culture Department
Two Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: University of Texas at El Paso
Language and Linguistics Department,
Mexican Literature Conference
500 West University Avenue
El Paso, Texas 79968

14. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 18, herein.

15. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

16. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education

Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.); State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

17. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

18. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify

for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO


Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
UNIVERSITY OF TEXAS AT EL PASO
LANGUAGE AND LINGUISTICS DEPARTMENT,
MEXICAN LITERATURE CONFERENCE

Signature: _____



Print Name: Diana S. Natalicio, President

Title: Authorized Official/Chairman of the Board

Signature: _____



Print Name: FERNANDO N. GARCIA

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Alejandrina Drew, Director
Arts and Culture Department

APPLICATION FOR SPECIAL FUNDING**Page 1**

City of El Paso Arts and Culture Department
Two Civic Center Plaza, 6th floor • El Paso, Texas 79901 • 915-541-4481 • Fax: 915-541-4902
Submit one signed (1) Original & two (2) copies (typed and legible).

AMOUNT ELIGIBLE FROM ACD \$ 514.00

Organization Fiscal Year: BEGIN 9/1/2004 END 8/31/2005
Mo/Day/Year Mo/Day/Year
Actual activity/event dates: BEGIN 04/15/04 END 05/14/04
Mo/Day/Year Mo/Day/Year
Activity/event development dates: BEGIN 04/15/04 END 05/14/04
Mo/Day/Year Mo/Day/Year

Legal Name of Applicant (Non-Profit Organization) University of Texas at El Paso
Department (If applicant is Educational Institution) Languages and Linguistics
Mailing Address 500 W. University Ave Zip Code 79968
Street Address Same Zip Code _____
Phone # 747-5555 Fax # 747-5292
Date of Incorporation 01/01/2004

UMBRELLA APPLICATIONS ONLY

(Umbrella Applications require a contract between the Umbrella Entity and the Non-Profit Applicant). Sample Contracts available at ACD.

Name of Umbrella'd Entity _____
Address: _____ Zip Code _____
Phone # _____ Fax: _____ E-mail _____

Provide **Complete Legal Names**, Address, Phone/Fax/E-mail for the following individuals:

Authorized Official/Board Chair

Name Diana S. Natalicio
Address/Zip UTEP, El Paso, TX 79968

Activity/Event Executive Director:

Name Fernando N. Garcia*
Address/Zip UTEP, El Paso, TX 79968

Artistic Director:

Name Luis Arturo Ramos
Address UTEP, El Paso, TX 79968

Business Manager:

Name Cindy Villa, VPFA
Address UTEP, El Paso, TX 79968

***Contact Person (mark with * person who completed this form and /or can answer questions)**

Who is your City Council Representative & what is your District #)

Susan Austin-District # 1
City Council Representative & District

Paul C. Moreno- District #77
Texas House of Representatives & District

Silvestre Reyes-District # 16
U.S. Congress (not U.S. Senator) & District #

Eliot Shapleigh- District #29
Texas Senate & District #

1.	Title of Activity/Event Tenth Annual Contemporary Mexican Literature Conference
2.	Activity/Event detailed description (who, what, when, where, etc.). The Ninth Annual Contemporary Mexican Literature Conference at UTEP in March 4, 5 and 6 of 2004, brought together writers, readers, university students and general public to examine and celebrate contemporary literature. Activities from April 15 through May 15, 2004 will consist of: classification and revision of papers presented during the Ninth Annual Contemporary Mexican Literature Conference; selection of articles to be published by the Contemporary Mexican Literature Review; updating the web site; editing and proof-reading of selected articles; identifying and installing appropriate software for accounts receivable purposes; keying-in subscribers data; answering inquiries related the conference of 2005 by possible presenters; and delivering any articles requested by researchers interested in the material presented during our conferences.
3.	Exact Location(s) of your activity/event. <u>Liberal Arts Building, University of Texas at El Paso</u> <u>El Paso, TX 79968</u>
4.	Dates: 04/15/04 – 05/14/04
5.	Times: Different daily schedules

THE FOLLOWING INFORMATION WILL BE PART OF YOUR FINAL REPORT TO ACD

- PERSONNEL INFORMATION - Anticipated number of participating artists and non-artist personnel.

•			
Total # of artists	<u>N.A.</u>		Total # of non-artist personnel <u>N.A.</u>
# of paid artists	<u>N.A.</u>		# of full-time staff/personnel <u>N.A.</u>
# of un-paid artists	<u>N.A.</u>		# of part-time staff/personnel <u>N.A.</u>
# of guest artists	<u>N.A.</u>	<u>N.A.</u>	# of volunteers <u>N.A.</u>
# of minority artists	<u>N.A.</u>		
(may not always equal 100%)			

Anticipated number of events/attendance in each category.

Example: **2/300 means 2 activities/events with a total attendance of 300 people.**

Festivals	N.A./_____	Lecture/Demonstrations	N.A./_____
Performances	N.A./_____	Other	N.A./_____ Specify: _____
Exhibitions	N.A./_____		_____
Seminars/Workshops	N.A./_____		_____

- **DISCIPLINE** - Select **ONE** category, which best describes proposed activity/event.

- | | | |
|--|--|---|
| <input type="checkbox"/> Dance | <input type="checkbox"/> Design Arts | <input type="checkbox"/> Folk Arts |
| <input type="checkbox"/> Music | <input type="checkbox"/> Crafts | <input type="checkbox"/> Humanities |
| <input type="checkbox"/> Opera/Music Theatre | <input type="checkbox"/> Photography | |
| <input type="checkbox"/> Theatre | <input checked="" type="checkbox"/> Literature | <input type="checkbox"/> Multi-Disciplinary |
| <input type="checkbox"/> Visual Arts | | |

- **Educational Audiences** - **Select one** of the **3 categories** below (**A, B or C**)

- | | |
|---|--|
| <p>A.</p> <p><input type="checkbox"/> 50% or more of the activity/event will be arts education for:</p> <p><input type="checkbox"/> Pre K</p> <p><input type="checkbox"/> K – 12</p> <p><input type="checkbox"/> Higher Education</p> <p><input type="checkbox"/> Adults</p> | <p>B.</p> <p><input type="checkbox"/> Less than 50% of this activity/event will be arts education for:</p> <p><input type="checkbox"/> Pre K</p> <p><input type="checkbox"/> K – 12</p> <p><input type="checkbox"/> Higher Education</p> <p><input type="checkbox"/> Adults</p> |
|---|--|

- C.** ☒ This activity/event will **not** involve arts education

-
1. **Applicants** must complete the **Expenses** page (pg. 4)
 - **In-Kind support may not be applied toward matching funds.** In-kind includes goods and services that would normally be paid for but are expected to be donated to the activity/event.
 2. **All applicants** must submit a **Activity/Event Budget Detail** - (There is **No** form for this) A one or two-page breakdown showing how **all** figures entered under Expenses page 4.
 3. Example: Expenses

Administration 2 staff @ \$500 each	= \$1,000
Artistic Fees 10 musicians @ \$100 each	= \$1,000
Printing (posters, programs).	= \$ 800
Rental theatre @ \$500 per day x 12 days	= \$6,000
Program advertising (radio, tv, print media)	= \$ 500

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A	+	B	+	C	=	D
	Cash		ACD		TCA		TOTAL
			Funding		Funding		(A+B+C)
1. ORGANIZATIONAL PERSONNEL							
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)							
a. Administrative	\$		\$		\$		\$
b. Artistic	\$		\$		\$		\$0
c. Technical	\$		\$		\$		\$0
d. Other (Specify)	\$		\$		\$		\$0
e. Fringe Benefits	\$		\$		\$		\$0
Total Organizational Personnel	\$0		\$0		\$0		\$0

2. IMPLEMENTATION

a. Fees for Outside Professional Services/Contracts							
i. Administrative CONSULTANT	\$514		\$514		\$		\$1,028.00
ii. Artistic	\$		\$		\$		\$0
iii. Technical	\$		\$		\$		\$0
b. Space Rental	\$		\$		\$		\$0
c. Travel and Transportation	\$		\$		\$		\$0
d. Other (Specify)	\$		\$		\$		\$0
Total Implementation	\$514.00		\$514.00		\$0		\$1,028.00

3. MISCELLANEOUS OPERATING EXPENSES

a. Equipment Rental	\$		\$		\$		\$0
b. Shipping	\$		\$		\$		\$0
c. Supplies and Materials	\$		\$		\$		\$0
d. Exhibition Rental Fees	\$		\$		\$		\$0
e. Marketing and Promotion	\$		\$		\$		\$0
f. Printing	\$		\$		\$		\$0
g. Insurance	\$		\$		\$		\$0
h. Production or Exhibit Costs (Specify)	\$		\$		\$		\$0
i. Other Expenses (Specify)	\$		\$		\$		\$0
j. Other Artistic Fees	\$		\$		\$		\$0
Total Misc. Operating Expenses	\$0		\$0		\$0		\$0

TOTAL EXPENSES (Sections 1, 2, & 3 above)	\$514.00		\$514.00		\$0		\$1,028.00
--	-----------------	--	-----------------	--	------------	--	-------------------

If funding is awarded, the applicant hereby assures the Arts and Culture Department that:

1. Any funds received as a result of this application will be used **solely** for the activity/event described.
2. The activities and services for which financial assistance is sought will be administered by or under the supervision of the applicant organization. (In the case of umbrella'd activity/event, the applicant is the umbrella organization.)
3. The applicant organization is a non-profit entity as defined by the Internal Revenue Service, or an educational institution, or a unit of government.
4. The applicant organization will comply with the following: Title VI of the Civil Rights Acts of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990 and City of El Paso Ordinance #9779 C. 1. regarding accessibility; Drug Free Workplace Act of 1988; Texas Assumed Business or Professional Name Act; Section 5(j) of National Foundation of the Arts and Humanities Act of 1965 regarding labor standards and City of El Paso Ordinance #8790 regarding soliciting money or property.
5. The applicant organization officials have read, understand and will conform to the intent outlined in the current "Funding Program Guidelines" for the City of El Paso, Arts and Culture Department.
6. The undersigned have been duly authorized by the applicant organization to submit this application.

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

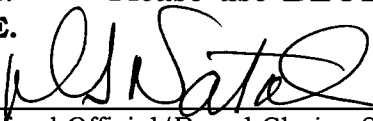
• **Authorized Official** - a principal of the organization with legal authority to certify the information contained in the application and sign contracts for the organization; he/she must read and guarantee the organization's compliance with all requirements listed above.

• Umbrella'd applications must be signed by the principal of the non-profit umbrella organization with legal authority to certify the information contained in the application.

NOTE: Please use **BLUE** ink for signatures

PRINT YOUR COMPLETE LEGAL

NAME.



Authorized Official/Board Chair - Signature

Diana S. Natalicio, Ph.D.
Complete Legal Name (print)

4/12/04
Date



Activity/Event Executive Director - Signature

Fernando N. Garcia
Complete Legal Name (print)

4/12/04
Date

BEFORE SUBMITTING YOUR APPLICATION, PLEASE REVIEW THE FOLLOWING:

- Is the application **typed or computer printed** in large, easy to read type?
- Did you **complete all sections** of the application?
- Did you **check the math** in the financial section for accuracy?
- Does this page have both **required original signatures in BLUE ink**?
- Have you made **1 original and 2 copies (NOT stapled)** of all *completed* pages 1-13 and **kept one copy for your files**?
- Have you included **one complete set of required attachments**?

SUBMIT SIGNED ORIGINAL PLUS ONE COMPLETE COPY OF EACH REQUIRED DOCUMENT

SUBMIT TO ACD WITH YOUR FUNDING APPLICATION.

DATE:4/12/04

This form will be placed on file with:

Community and Human Development Department
Attention: ADA Coordinator
2 Civic Center Plaza, 8th Floor
El Paso, Texas 79901

- **Site List:** Provide addresses for **all public sites** to be used for the proposed activity/event. (If a section is **not** applicable, note reason - e.g. "Non Visitation Office at home," not open to public or no rehearsal space.) NOTE: Attach a list if more than one Rehearsal or Performance site.

Rehearsal Address:

N.A.

Performance: Address:

☐ Open to the Public Address:

Other:

Mark ONE Only (Office)

☒ Non-Visitation Office Address:

Liberal Arts #232, UTEP Campus

- **Self-Evaluation:** Attach a **current Guidelines/Self-Evaluation** form for each of the above sites. If the site has been modified, or if a Self-Evaluation has not been performed on the site, the applicant must complete and submit a current form. Blank forms are available at ACD.
- **Transition Plan:** If the ADA Coordinator has found a proposed site to be in Conditional or Non-Compliance, the applicant must also submit a copy of the **Transition Plan**. The Transition Plan is a written agreement between the location's owners or occupants and the City, detailing changes required to the site with a given deadline for improvements. The Transition Plan (if applicable) should also be on file at the proposed site.

ASSURANCE OF ACCESSIBILITY: As required by the City of El Paso, Arts and Culture Department's Funding Program Guidelines, the applicant, named below, agrees to comply with the City of El Paso Ordinance #9779 regarding Non-Discrimination Against Disabled Persons, and all requirements imposed by said ordinance. The applicant agrees that in accordance with the foregoing requirements, no qualified person shall, on the basis of disability, be excluded from participation in or be denied the benefits of any program or activity receiving financial assistance from or operated by the City of El Paso, or be subjected to discrimination with respect to employment by any recipient of City funds.

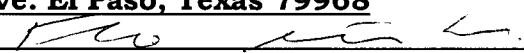
The applicant understands that any site changes require notification of both the ACD and the ADA Coordinator **at least 60 days prior to use of the new site**. Questions regarding the above information may be addressed to the contact person listed below. The ADA Coordinator will notify the applicant by letter regarding accessibility status. A copy will be placed on file with the Arts and Culture Department.

PLEASE PRINT

Applicant Organization: Department of Languages and Linguistics, UTEP **Contact Person:** Fernando N. Garcia

Address/Zip: UTEP, 500W. University Ave. El Paso, Texas 79968

Organization Contact Phone: 747-7030


Signature (in BLUE INK)

Tenth Annual Contemporary Mexican Literature Conference

ADDITION FUNDING Project Expenses

1. Organizational Personnel

* Administrative		
Executive Director -1 week @ 50% (Salary & Fringe)	\$	-
Technical Consultant/Conference Assistant	\$	1,028.00
Total Organization Personnel	\$	1,028.00

2. Implementation

Fees for Outside Professional Services/Contracts

* Artistic		
Travel, Lodging for Conference Panelists and Literary	\$	-
Authors, Lecturers, and Presenters	\$	-
Total Implementation	\$	-

3. Miscellaneous Operating Expenses

* Marketing and Promotion		
Graphic Design for Marketing Materials	\$	-
Advertising	\$	-
Conference Reception	\$	-
Other Miscellaneous Expenses (Invitations, postage, mailings, etc)	\$	-
	\$	-
* Printing		
Posters, Flyers, Invitations, etc.	\$	-
Conference Materials		
	\$	-
	\$	-
Total Miscellaneous Operating Expenses	\$	-
TOTAL EXPENSES	\$	1,028.00

PROJECT INCOME

2 Earned Income

\$ -

3 Unearned Income

UTEP State	\$	514.00
ACD Request	\$	514.00

TOTAL CASH RESOURCES	\$	1,028.00
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